that type of case to be in point. In Massachusetts it has been held that as between life tenant and remainderman "stock dividends" go to the latter, *Minot* v. *Paine,* 99 Mass. 101; but for the purpose of taxation they will be regarded as "income." *Tax Commissioner* v. *Putnam, 227* Mass. 522. *Swan Brewery Co., Ltd.,* v. *The King* [1914], A. C. 231, which presented the problem of the principal case, was distinguished on the ground that the Western Australian Act there involved was broader than the Finance Act of 1910, but in dissenting Lord Sumner pointed out that the language of the *Swan Brewery* case was applicable to the instant case. *Eisner* v. *Macomber, supra,* has been criticised both favorably and adversely. 18 MICH. L. REV. 689; 33 HARV. L. REV. 885 *et seq.* See also 20 MICH. L. REV. 560 for a recent Massachusetts decision *contra* the principal case. Parliament could pass an income tax law broad enough to reach "stock dividends." With us the problem is more difficult, for *Eisner* v. *Macomber* decided that a federal income tax law designed to reach "stock dividends" was unconstitutional in that the word "income" as used in the Sixteenth Amendment was not broad enough to include "stock dividends."

TORT—INDUCING BREACH OF CONTRACT—UNINCORPORATED UNION CHARGEABLE FOR ACTS OF ITS FINANCIAL SECRETARY.—Complainant hired employees only on condition that they should not belong to or join labor unions while in its employ. With knowledge of this, defendant's financial secretary directed a campaign of picketing, solicitation accompanied with threats, and in some cases actual violence, with aim eventually to unionize complainant's shop. In a suit for an injunction, brought against the union local, defendant denied the representative capacity of the secretary, and he professed to have acted as an individual unionist. *Held,* granting injunction, defendant union is chargeable for the acts of its financial secretary. *Cyrus Currier & Sons* v. *International Molders' Union of North America, Local No. 40* (N. J., 1921), 115 Atl. 66.

In the absence of statute an unincorporated labor union cannot sue or be sued in its common name. MARTIN, THE MODERN LAW OF LABOR UNIONS, § 214; *Diamond Block Coal Co.* v. *United Mine Workers of America,* 188 Ky. 477. Statutes in the various states have generally modified this rule, some authorizing actions by or against officers of unincorporated associations in a representative capacity, the judgment binding all members as a class. *Tracy* v. *Banker,* 170 Mass. 266; *Russell & Sons* v. *Stampers & Gold Leaf Local Union,* 107 N. Y. Supp. 303. The New Jersey statute provides that unincorporated associations may be sued in their recognized names, that papers may be served on the president or other officer in charge, and that such action shall have the same effect as if prosecuted against all members. The precise point involved in the instant case could arise only under statutes of the latter type, and does not appear to have been decided heretofore. The defendant in its answer adopted most of the activities of the secretary as having been carried on in its behalf, but denied legal liability therefor. The court, however, said: "The defendant local is an unincorporated organization of men—a copartnership—bound together for the attainment of worthy

objects, sometimes, unfortunately, sought to be obtained by unworthy means, and in the prosecution of their common object the action of any one member is binding upon all." For a somewhat similar decision under the English Trade Union Acts see *The Taff Vale Railway Co.* v. *The Amalgamated Society of Railway Servants,* L. R. [1901], A. C. 426. For *dictum contra* see *Diamond Block Coal Co.* v. *United Mine Workers of America, supra.* As to the general right to injunction to restrain a third party from inducing a breach of employment see *Hitchman Coal & Coke Co.* v. *Mitchell,* 38 Sup. Ct. 65, commented on in 16 MICH. L. REV. 250, article in 27 YALE L. J. 779; *Eagle Glass & Mfg. Co.* v. *Rowe,* 38 Sup. Ct. 80; *McMichael* v. *Atlanta Envelope Co.,* 151 Ga. 776.

TRADE NAMES—DESCRIPTIVE WORDS.—Plaintiff, as owner of a business conducted under the name Active Transfer Co. and Active Parcel Delivery, sued to enjoin defendants from using the names Action Transfer Co. and Action Parcel Delivery. *Held,* an injunction was properly granted. *Jaynes* v. *Weickman* (Cal., 1921), 203 Pac. 828.

After holding the similarity of "action" with "active" to be such as would deceive the public, the court declared the adjective "active" not to be descriptive when used in relation to a transfer and parcel delivery company. It was "sufficiently fanciful" to entitle plaintiff "to protect the use as a trade name of the phrase of which it is a part." This distinction is illustrated by the two cases, *Scriven* v. *North,* 124 Fed. 894, and *Globe-Wernicke Co.* v. *Brown,* 121 Fed. 185, holding respectively that "elastic" was descriptive as applied to drawers, but fanciful as applied to book-cases. The narrow line of distinction is shown by comparison of the principal case with the following decisions that the adjectives concerned were descriptive and the phrase was not pre-emptible: "Instantaneous Tapioca," *Bennett* v. *McKinley,* 65 Fed. 505; "Imperial Beer," *Beadleston* v. *Cooke Brewing Co.,* 74 Fed. 229; "Continental Insurance," *Continental Ins. Co.* v. *Continental Fire Assn.,* 96 Fed. 846; "Ever-ready Coffee Mills," *United States* v. *Bronson Co.,* 17 App. D. C. 471; "Gold Medal Saleratus," *Taylor* v. *Gillies,* 59 N. Y. 331; "Snowflake Bread," *Larrabee* v. *Lewis,* 67 Ga. 561; "Health Preserving Corsets," *Ball* v. *Siegel,* 116 Ill. 137; "Favorite Letter File," *Cooke & Cobb Co.* v. *Miller,* 65 N. Y. S. 730; "Lather Kreem Shaving Compound," *Krank Mfg. Co.* v. *Pabst,* 277 Fed. 15. If the court in the principal case had been bothered by these precedents it might have rendered the same decree while saying: "We are of the opinion that the complainants have failed to establish a valid technical trade mark; but inasmuch as the testimony shows unfair competition, which entitles them to an injunction, it is deemed unnecessary to discuss the distinctions which seem to differentiate this case * * *." *Scriven* v. *North,* 134 Fed. 366, 380.

TRIALS—IGNORANCE AND INCOMPETENCE OF ATTORNEY AS GROUND FOR NEW TRIAL.—Defendant was charged with taking indecent liberties with a twelve-year-old girl. At the trial the defendant's attorney sought to show that all